

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is entered into and effective December 8, 2011 by and between Wind Tex Energy-Stephens, LLC, a Texas limited liability company ("Wind Tex-Stephens") and Cirrus Wind 1, LLC, a Texas limited liability company ("CW1").

### RECITALS

1. Wind Tex-Stephens and its affiliates are developing a wind energy conversion facility approximately 340 MW in size in Borden and Lynn Counties, Texas ("Wind Tex-Stephens Project").
2. Pursuant to an Asset Purchase Agreement dated December 8, 2011 ("APA"), CW1 is acquiring certain lease rights, interconnection rights, study results and other assets owned by Wind Tex-Stephens and its affiliates associated with a portion of the Wind Tex-Stephens Project approximately 61.2 MW in size (the "Cirrus Project").
3. Wind Tex-Stephens is party to an Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes with O'Donnell Independent School District ("O'Donnell") dated November 14, 2011 ("O'Donnell Agreement").
4. To complete its obligations under the APA, Wind Tex-Stephens wishes to assign certain of its rights and obligations under the O'Donnell Agreement to CW1.

NOW, THEREFORE, in consideration of the above premises, the mutual promises set forth below, and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

### AGREEMENT

#### ARTICLE I – DEFINITIONS

Capitalized terms used in this Assignment shall have the meanings given to them in the APA, unless otherwise specifically defined in this Assignment.

#### ARTICLE II – ASSIGNMENT

2.1 Assignment. Subject to the terms of this Assignment and the APA, Wind Tex-Stephens conveys, assigns, transfers, sells, and grants all its rights, title and interest in, under and to the O'Donnell Agreement associated with the Cirrus Project to CW1 effective December 8, 2011 (the "Effective Date").

2.2 Assumption. Subject to the execution and delivery of this Assignment and the APA and any required consent by O'Donnell, CW1 assumes and agrees to perform and pay all the terms, covenants, obligations, liabilities and conditions of Wind Tex-Stephens under the

O'Donnell Agreement associated with the Cirrus Project existing as of the Effective Date and accruing or arising thereafter, as more specifically set forth in Section 2.3. Except as otherwise provided in this Assignment or in the APA, Wind Tex-Stephens shall remain responsible for all liabilities, payments and obligations which arose or accrued under the O'Donnell Agreement prior to the Effective Date, and for all such liabilities, payments and obligations which are not associated with the Cirrus Project as more specifically set forth in Section 2.3.

2.3 Allocation of Rights. The O'Donnell Agreement contemplates that it will apply to a wind energy conversion facility larger than the Cirrus Project. To the extent the rights, liabilities, obligations, and interests held by WindTex under the O'Donnell Agreement are directly associated with the specific Qualified Property/Qualified Investment represented by the Cirrus Project or are otherwise proportionate to the facilities to be constructed and installed by CW1 and WindTex, CW1 and WindTex agree that the rights, liabilities, interests and obligations of the O'Donnell Agreement being assigned to CW1 include (i) those directly associated with the Cirrus Project as Qualified Property/Qualified Investment and related abatements and (ii) a proportionate share of other items subject to allocation. WindTex retains all such rights, liabilities, interests and obligations directly associated with any Qualified Property/Qualified Investment WindTex may construct or install which are subject to the O'Donnell Agreement and a proportionate share of other items subject to allocation. Both CW1 and WindTex shall comply with all obligations of the O'Donnell Agreement generally applicable to any Qualified Property/Qualified Investment to be built.

2.4 No Defaults. CW1 and WindTex each covenant that they will not cause a default under the O'Donnell Agreement and, to the extent either of them causes such a default, the other Party shall have the right to cure the applicable default and be reimbursed by the other Party for all its costs required to effect the cure.

### ARTICLE III – WARRANTIES AND REPRESENTATIONS; CONSENT

3.1 APA. Wind Tex-Stephens and CW1 each restate and incorporate all their respective warranties and representations in Sections 3.1, 3.3-3.10, 3.13, 3.14 and 4.1-4.3 of the APA to the extent applicable to Wind Tex-Stephens and CW1 or the O'Donnell Agreement.

3.2 Wind Tex-Stephens. In addition to the representations and warranties of Wind Tex-Stephens in the APA, Wind Tex-Stephens represents that the copies of the O'Donnell Agreement provided by Wind Tex-Stephens to CW1 are complete and accurate, and there are no amendments, modifications, waivers or other changes to any of the terms of the agreement that have not been disclosed to CW1.

3.3 Consents. Section 8.4 of the O'Donnell Agreement provides that assignment by Wind Tex-Stephens is permitted to a new owner of all or a portion of Wind Tex-Stephens's Qualified Property or Qualified Investment, as defined in the O'Donnell Agreement, subject to Wind Tex-Stephens providing written notice of such assignment to O'Donnell and others with all the relevant information required by Section 8.4. Wind Tex-Stephens agrees to provide notice to O'Donnell and other parties listed in Section 8.4 of the O'Donnell Agreement as soon as possible after closing on the APA and execution of this Assignment. CW1 will provide any information to Wind Tex-Stephens needed to complete the required notice.

## ARTICLE IV – INDEMNITY

4.1 Indemnity. CW1 hereby agrees to indemnify and hold Wind Tex-Stephens and its successors and assigns forever harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees) resulting to Wind Tex-Stephens as a result of CW1's failure to perform, on or after the Effective Date, any term, covenant, obligation or condition of the O'Donnell Agreement required on the part of CW1. Wind Tex-Stephens hereby agrees to indemnify and hold CW1 and its successors and assigns forever harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees) resulting to CW1 as a result of any breach by Wind Tex-Stephens of any representations, warranty, covenant or agreement provided herein, or Wind Tex-Stephens's failure to perform, prior to the Effective Date hereof, any term, covenant, or obligation or condition of the O'Donnell Agreement required on the part of Wind Tex-Stephens therein.

## ARTICLE V – MISCELLANEOUS

5.1 No Assignment. The rights and obligations of this Assignment may not be assigned or transferred by a party without the prior written consent of the other party. All assignments of rights are prohibited, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner and, in the case of a merger, includes any merger in which a party participates, regardless of whether it is the surviving or disappearing entity. No party may delegate any performance under this Assignment. Any purported assignment of this Assignment in the absence of the required consent shall be void.

5.2 Notices. Any notice, demand, request or communication required or authorized by this Assignment shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

Wind Tex Energy-Stephens, LLC  
Attn: Steven K. DeWolf  
10,000 North Central Expressway  
Suite 900  
Dallas, TX 75231  
(214) 954-9540

on behalf of Wind Tex-Stephens; and

Cirrus Wind 1, LLC  
Attn: Paul Thompson  
10912 Utica Avenue  
Lubbock, TX 79424  
(806) 787-5023

on behalf of CW1.

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Delivery of any such notice, demand, request, or

communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or US mail.

5.3 Captions. All titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning of the contents or scope of this Assignment.

5.4 No Third-Party Beneficiary. No provision of this Assignment is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Assignment, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

5.5 Integration; Amendment. With the exception of other instruments documenting the APA, this Assignment constitutes the entire agreement between the parties relating to the transaction described herein and supersedes any and all prior oral or written understandings. No amendment, addition to, or modification of any provision hereof shall be binding upon the parties, and neither party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable party or parties.

5.6 Governing Law. This Assignment is made in the State of Texas and shall be interpreted and governed by the laws of the State of Texas without regard to its conflict of laws principles, and/or the laws of the United States, as applicable.

5.7 Severability. Should any provision of this Assignment be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of this Assignment shall not be affected and shall continue in force. The Parties will, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Assignment as a whole.

5.8 Cooperation. The parties agree to reasonably cooperate with each other in the implementation and performance of this Assignment. Such duty to cooperate shall not require any party to act in a manner inconsistent with its rights under this Assignment.

5.9 Counterparts. This Assignment may be signed in any number of counterparts, and by the Parties in separate counterparts, and each such counterpart shall represent a fully executed original as if signed by all parties, with all such counterparties together consisting one instrument. Signatures delivered by facsimile or electronically shall be considered to have been delivered upon receipt by each party and such delivery shall be effective as though originals were so delivered and received.

(SIGNATURE PAGES TO FOLLOW)

Dated: July 8, 2011 WIND TEX ENERGY-STEPHENS, LLC, a Texas  
limited liability company

By: [Signature]

Its: President

Dated: DEC 8, 2011 CIRRUS WIND 1, LLC, a Texas  
limited liability company

By: [Signature]

Its: PRESIDENT